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Attorneys for Debtors and Reorganized Debtors

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC COMPANY,
Debtors.**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**STIPULATION ENLARGING TIME
FOR SONOMA LAND TRUST TO
FILE PROOF OF CLAIM**

[Related to Dkt. Nos. 8933, 8934]

Resolving Motion set for Hearing on
October 13, 2020 at 10:00 am PT

PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as reorganized debtors (collectively, the “**Debtors**” and as reorganized pursuant to the Plan (as defined below), the “**Reorganized Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), on the one hand, and Sonoma Land Trust (“**Movant**”), on the other hand, by and through their respective counsel, hereby submit this stipulation (the “**Stipulation**”) for an order enlarging the time for Movant to file a proof of claim in the Chapter 11 Cases as set forth herein. The Reorganized Debtors and Movant are referred to in this Stipulation collectively as the “Parties,” and each as a “Party.” The Parties hereby stipulate and agree as follows:

RECITALS

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated July 1, 2019 [Docket No. 2806] (the “**Bar Date Order**”), the Bankruptcy Court set October 21, 2019 at 5:00 p.m. (Prevailing Pacific Time) (the “**Original Bar Date**”) as the deadline in these Chapter 11 Cases for filing proofs of claim in respect of any of prepetition claim (as defined in section 101(5) of the Bankruptcy Code) against either of the Debtors, including all claims of Fire Claimants,¹ Wildfire Subrogation Claimants, Governmental Units (as defined in section 101(27) of the Bankruptcy Code), and Customers, and for the avoidance of doubt, including all secured claims and priority claims.

C. By Order dated November 11, 2019, the Bankruptcy Court extended the Bar Date until December 31, 2019 at 5:00 p.m. (Prevailing Pacific Time), solely for the benefit of any non-governmental Fire Claimants who had not filed proofs of claim by the Original Bar Date.

D. By Order dated June 20, 2020 [Dkt. No. 8053] the Bankruptcy Court confirmed the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated June 19, 2020* (as may be further modified, amended or supplemented from time to time, and together with

¹ Capitalized terms used but not otherwise herein defined have the meanings ascribed to such terms in the Bar Date Order or the Plan (as defined below), as applicable.

1 any exhibits or scheduled thereto, the “**Plan**”). The Effective Date of the Plan occurred on July 1,
2 2020. *See* Dkt. No. 8252.

3 E. On August 31, 2020, Movant filed the *Motion to Allow/Deem Timely Late Filing of*
4 *Proof of Claim by Sonoma Land Trust* [Dkt. No. 8933] (the “**Motion**”), in which Movant asserts it
5 should be permitted to file a late claim for damages allegedly sustained as a result of the North Bay
6 Fires (the “**Asserted Fire Victim Claim**”). The Motion is set for hearing on October 13, 2020 (the
7 “**Hearing**”). *See* Dkt. No. 8934.

8 F. On January 7, 2020, Movant filed Proof of Claim No. 96388 on account of the
9 Asserted Fire Victim Claim (the “**Proof of Claim**”). Later that same day, Movant filed Proof of
10 Claim No. 96397 (the “**Amended Proof of Claim**”), in order to amend the Original Proof of Claim

11 G. Pursuant to the Plan, all Fire Victim Claims were channeled to the Fire Victim Trust
12 on the Effective Date and are subject to the Channeling Injunction, and any liabilities of the Debtors
13 or the Reorganized Debtors, as applicable, for any Fire Victim Claims have been fully assumed by,
14 and are the sole responsibility of, the Fire Victim Trust, and shall be satisfied solely from the assets
15 of the Fire Victim Trust. *See* Plan §§ 4.7(a), 4.26(c), 6.7(a).

16 H. The Reorganized Debtors have raised with Movant certain informal objections to the
17 relief requested in the Motion.

18 I. The Fire Victim Trustee has reviewed the Stipulation and, based on the facts
19 presented in the Motion, has no objection to the agreements set forth herein or to entry of an Order
20 approving the terms of the Stipulation.

21 J. The Parties hereto desire to resolve their issues regarding the Motion.

22 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
23 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**
24 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT
TO ORDER, THAT:

25 1. The Amended Proof of Claim shall be deemed timely filed.

26 2. The Proof of Claim, the Amended Proof of Claim and the Asserted Fire Victim Claim
27 shall for all purposes be treated and classified as Fire Victim Claims under the Plan, and shall be
28 fully assumed by, and the sole responsibility of, the Fire Victim Trust and subject to the Channeling

1 Injunction, to be administered, processed, settled, disallowed, resolved, liquidated, satisfied, and/or
2 paid in accordance with the Fire Victim Trust Agreement and the Fire Victim Claims Resolution
3 Procedures. Movant shall have no further recourse against the Debtors or Reorganized Debtors, as
4 applicable, with respect to the Proof of Claim, the Amended Proof of Claim, or the Asserted Fire
5 Victim Claim.

6 3. Nothing herein is intended to, nor shall it be construed to be, a waiver by the Debtors
7 or the Reorganized Debtors, as applicable, the Fire Victim Trust, or any other party in interest of any
8 right to object to the Asserted Fire Victim Claim or the Amended Proof of Claim on any
9 grounds other than the untimely filing thereof.

10 4. Nothing herein is intended to, nor shall it be construed to be, a waiver by Movant of
11 its right to assert any right in contravention to or in opposition of any asserted challenge to the
12 Asserted Fire Victim Claim or the Amended Proof of Claim.

13 5. The Proof of Claim shall be deemed expunged, and Prime Clerk LLC, the claims
14 agent appointed in the Chapter 11 Cases, shall be authorized to update the official claims register to
15 reflect the terms set forth herein.

16 6. Upon entry of an Order approving the terms of this Stipulation, the Motion shall be
17 deemed withdrawn with prejudice, and the Hearing vacated.

18 7. In the event that the terms of this Stipulation are not approved by the Bankruptcy
19 Court, it shall be null and void and have no force or effect and the Parties agree that, in such
20 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

21 8. This Stipulation shall be binding on the Parties and each of their successors in
22 interest.

23 9. This Stipulation shall constitute the entire agreement and understanding of the Parties
24 relating to the subject matter hereof and supersede all prior agreements and understandings relating
25 to the subject matter hereof.

26 10. This Stipulation may be executed in counterparts, each of which shall be deemed an
27 original but all of which together shall constitute one and the same agreement.
28

1 11. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
2 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

3
4 Dated: September 4, 2020

Dated: September 4, 2020

5 WEIL GOTSHAL & MANGES LLP

ABBEY, WEITZENBERG, WARREN &
EMERY, P.C.

6
7 /s/ Matthew Goren

/s/ Brendan M. Kunkle

Matthew Goren, Esq.

Brendan M. Kunkle, Esq.

8 *Attorneys for Debtors*
9 *and Reorganized Debtors*

Attorneys for Sonoma Land Trust